

Melanie Willems in Law360: English Law Remains Sensible For Commercial Contracts

February 21, 2019 Melanie Willems

PRACTICES International Arbitration, Europe, Middle East and Africa, International, Shipping

Like you all, we travel a fair amount for business. Over the last months, we have become aware that some colleagues are spreading inaccurate "facts" about choice of law and seat in contracts. Many people (guided by people who should know better) have told us "With Brexit looming, surely we should now be looking to other governing laws and/or seats for our contracts?" Put simply, there is no reason to take such steps.

Whatever form Brexit takes, it will make no difference to the English laws which govern commercial contracts. Neither will it make any difference to the arbitrations about what those contracts mean, and the awards which result from those arbitrations.

The principles of English law that govern commercial contracts are independent from EU law. After Brexit (should it occur), a commercial contract governed by English law will be interpreted in exactly the same manner as it would have been at any time in the preceding century. In the context of arbitration, English law will continue to offer commercial parties all the same advantages as before — advantages which have led to English law being the law which international parties most often choose to govern their transactions.

Advantages of Choosing English Law as the Governing Law

Let us remind ourselves of why parties choose English law in the first place. What are the advantages of English law for complex and high-value contracts?

English law is known for offering certainty and predictability. ...

To read the full article, click on the PDF linked below:

[Willems-Law360-Commercial-Contracts.PDF](#)

[Originally published in Law360 on Feb. 6, 2019.](#) (Subscription required)